

CITY OF BRIGANTINE
APPLICATION FOR DUNE MAINTENANCE
Revised 10-2018

Application # _____

Applicant Information

Applicant: _____
Block #: _____ Lot #: _____
Address: _____

Telephone #: _____

Project Information

Estimated Cost: _____
Permit Fee: _____
Permit Fee \$300.00. Fees payable to the City of Brigantine.

Contractor Information

Contractor: _____
Address: _____

Telephone #: _____ Fax #: _____
Lic. No. or Bldrs. Reg. No.: _____
Mercantile Lic. No.: _____
Insurance Certificate Attached [City of Brigantine listed as additional Insured] _____

Property Owner Certifications

I, _____, hereby certify that I am responsible for complying with all Federal, State, and Local (Local requirements attached) requirements pertaining to dune maintenance activities.

Property Owner Signature _____
Print Name

Date work will be performed _____

Municipal Engineer's Office use only.	Permit #: _____
Fees Paid: _____	Check #: _____
Indemnify & Hold Harmless Attached: _____	
Insurance Certificate attached: _____	
Comments: _____	

Work must be completed by _____	
Reviewed by: _____	
Municipal Engineer or Designee: _____	

City of Brigantine
Dune Maintenance Activities Requirements
Revised 10-2018

The City of Brigantine has determined that the Japanese Black Pine tree is an invasive and obtrusive species and has no objection to property owners cutting down or stumping Black Pine trees and trimming bayberry bushes and other vegetation which are adjacent to said individuals property and located on the beach and/or dunes owned by the City as long as the requirements established by the City and by the Department of Environmental Protection are met. Those requirements are as follows:

Permit Conditions

Contractor responsible for the dune maintenance activities must be a landscaper who is also a licensed arborist .Copy of a valid license is to accompany the application.

- The Municipal Engineer's Office shall be notified 48 hours prior to the start of proposed work. Work cannot begin until an on- site meeting has taken place with the engineer's office and the contractor.

Brigantine Engineer's Office
1417 Brigantine Avenue
Brigantine NJ 08203
Attn: City Engineer
609 266-7600 x 264

- The applicant/owner grants permission for the conduct of the proposed activity. In addition, applicant/owner consents to allow access to the site by representatives or agents of Municipal Engineer's Office for the purpose of conducting a site inspection of the project site.
- Work area is restricted to the area within two parallel lines, perpendicular to the shoreline, extended from the property corners to the lesser distance to an access road or crest of primary dune, or if there is more than one dune ridge, to the crest of the first dune ridge seaward of the property line with the municipal beach/dune area.
- Hand trimming of the bayberry bushes near dunes must be done in such a way as to not interfere with either dune stability or wildlife habitat and not jeopardize the health of the vegetation.
- All bushes shall not be cut any lower then 8 feet above the dune surface at the center of the bush and tapered down to 7 feet at the extremities. The tapering will protect the aesthetic value of the natural dune system.
- Japanese Black Pine trees MAY be stumped provided they are replaced with dune vegetation native to New Jersey and limited to the following coastal species, to the maximum extent practicable: American Beachgrass (*Ammophila breviligulata*), Coastal Panicgrass (*Panicum amarulum*), Bayberry (*Myrica pensylvanica*), Beach Plum (*Prunus maritima*), Seaside Goldenrod (*Solidago sempervirens*), Beach Pea (*Lathyrus japonicus*), Bitter Panicgrass (*Panicum amarum*), Switchgrass (*Panicum virgatum*), Partridge Pea (*Chamaecrista fasciculata*), Eastern Red Cedar (*Juniperus virginiana*), Groundsel Tree (*Baccharis halimifolia*), and Saltmeadow Cordgrass (*Spartina patens*).
 1. American beachgrass is the preferred species for the stabilization of newly established dunes and for stabilization of the frontal dune. Woody plant species are suitable for back dune and secondary dune environments. Herbaceous plant species are preferred as supplemental plantings for all dune areas.
 2. Dune vegetation should be diversified to the maximum extent practicable, in an effort to provide continuous stabilization in the event that pathogens reduce or eliminate the effectiveness of one species. A complex of associated grasses, herbaceous species and woody species is preferred to the planting of one species.
 3. A plan on exact amount of trees to be removed is to be provided as part of the application process as well as the actual replacement.

- All cut vegetation should be disposed of in a legally permissible fashion.
- Except for the stumping of Black Pines, there shall be absolutely no excavation or removal of any other plants or bushes.
- There shall be absolutely no disturbance of any root network of naturally occurring vegetation [excluding Japanese Black Pine trees].
- No vehicles or motorized equipment on a dune or within dune complex.
- If more extensive activity is proposed beyond the minor trimming of the dune vegetation, it is the responsibility of the property owner to apply for the appropriate permit(s) to conduct this activity.

After permit is received and PRIOR to any trimming of dune vegetation, the property owner and contractor working on behalf of the property owner, must contact the City's Engineers Office at (609) 266-7600 ext 264 and abide by any and all other conditions as imposed by the City Engineer or his/her designee. The City Engineer's Office will issue a permit once all conditions are adhered to and the Indemnification has been received. The permit will list the dates during which the vegetation trimming shall occur. The permit must be on display by the person performing the work at all times.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I, _____, [**Applicant**] hereby understands and specifically agrees to indemnify and hold harmless the City of Brigantine, the Atlantic County Municipal Joint Insurance Fund, and any of their agents, officers or employees, for and against any and all claims of any nature and any and all damages, losses and expenses including reasonable attorneys fees and court cost in case any matter is filed in any court with jurisdiction or any administrative hearings are necessary, arising out of or in any way related or due to the performance of trimming or otherwise affecting certain bayberry bushes and other vegetation in the City of Brigantine, County of Atlantic and State of New Jersey, lying primarily at the location in and around _____, Brigantine, New Jersey.

This Indemnification and Hold Harmless Agreement will specifically extend to any and all agents, employees or contractors working on behalf of the applicant and said **Applicant** agrees to provide a copy of this documentation and have said document signed by any contractors, agents, employees or others who will perform any of the above anticipated work on behalf of or for the **Applicant**.

This Indemnification and Hold Harmless Agreement shall specifically cover any and all bodily injury, illness, death, property damage or any other loss of any nature caused in whole or in part by the trimming of said bayberry bushes and other vegetation as set forth herein. Said Indemnification and Hold Harmless Agreement specifically extends to any negligent act or admission of any nature, whether the sole or contributing cause of any loss, of the **Applicant** or any employee, agent or subcontractor of the same. This Indemnification and Hold Harmless Agreement shall apply in all instances regardless of whether the City of Brigantine or the Atlantic County Municipal Joint Insurance Fund is made a direct party to any initial action or claim or is subsequently made a party to such action by a third party or is made a party to a collateral action for any nature arising in whole or in part from any of the issues emanating from the original cause of action or claim. This Agreement shall be interpreted pursuant to the laws of the State of New Jersey.

Applicant Signature

Dated: _____

Print Name of Applicant

Contractor Acting on Behalf of the Applicant Signature
(If applicable)

Dated: _____

Print Contractor's Name Acting on Behalf of the Applicant